

REMARKS FOR AMENDMENTS TO THE SPECIFICATION

There are two minor errors within the specification as published that should be corrected for accuracy and consistency, one of which was incorrect as filed. With respect to para. 0056, as filed, "130" is changed to "139" to not conflict with the use of the reference numeral 130 to describe the electronic device. With respect to para. 0065, as filed, it is noted that "**1413**" as published should read "**I 413**" to properly reference the drawings.

REMARKS FOR SUBSTITUTE DRAWINGS

Enclosed herewith are thirteen replacement sheets of substitute drawings in accordance with 37 C.F.R. §§ 1.81, 1.83, and 1.84. It is requested that these new drawings be substituted for the originally filed drawings. The substitute drawings appear as an Appendix following the Remarks in Response to the Office Action.

Several minor errors within the drawings are corrected for accuracy and consistency. With respect to Fig. 9, "58" is changed to "158" to correspond with the specification (see para. 0054, as filed). With respect to Fig. 11, "130" is changed to "139" to not conflict with the use of the reference numeral 130 to describe the electronic device. With respect to Fig. 13, a reference numeral is added pointing to the external system connectors 310, to correspond with the specification (see para. 0062, as filed). With respect to Fig. 14H, the reference numerals 511 and 513 are added to the cover and chassis respectively to correspond with the specification (see para. 0063, as filed).

REMARKS IN RESPONSE TO THE OFFICE ACTION

Applicant thanks the Examiner for review of the present application. Claims 1-9 and 11-37 are now pending. Claims 32-34 are allowed. Claims 1, 13-15, 22-31, and 35-37 are rejected. Claims 2-9, 11, 12, and 16-21 are objected to.

The Office Action of March 22, 2006, rejects Claims 1, 13-15, 22-23, 25-26, and 35-37 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent 5,383,091 to Snell ("the Snell patent"). Claim 24 is rejected under 35 U.S.C. § 103(a) as being unpatentable over the Snell patent in view of U.S. Patent Application Publication No. 2005/0022924 to Blackburn ("the Blackburn publication"). Claims 27-31 are rejected under 35 U.S.C. § 103(a) as being unpatentable over the Snell patent in view of U.S. Patent 6,701,159 to Powell ("the Powell patent"). Claims 2-9, 11-12, and 16-21 are objected to because they depend on rejected Claim 1.

Applicant provides the following remarks in response to the rejections of the Office Action.

Rejections under 35 U.S.C. § 102

The Office Action rejects Claims 1, 13-15, 22-23, 25-26, and 35-37 under 35 U.S.C. § 102(e) as being anticipated by the Snell patent. Regarding the § 102 rejections, the Snell patent relates to a removable grip and protective casing for use with hand-held telecommunications devices such as cellular telephones. The Snell patent discloses a casing 20 formed from elastomeric material which uses a securement member 23 to fasten to a recess area 22 in the chassis of the phone 10. The securement member and recess area can define a continuous locking perimeter (col. 2, ln. 61-65).

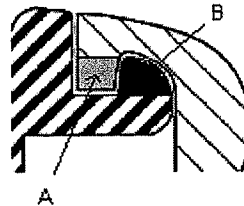
Applicant respectfully traverses the rejections of Claims 1, 13-15, 22-23, 25-26, and 35-37. Applicant submits that the Snell patent does not teach that the cover is interlocking and designed to interlock with the chassis. The application as filed provides support for the assertion that the cover and chassis must overlap. In particular, this is clearly shown in all of Fig. 14E-14H. Further, the term "interlocking," as opposed to just "locking," was chosen because it refers to overlapping relationships between bodies such as those shown in Fig. 14E-14H. Accordingly, Applicant submits that the Snell patent does not anticipate the invention. The Snell patent only teaches a simple locking relationship wherein the cover 23 extends into the recess 22 in the

chassis, but the chassis does not extend into the cover 23. The following annotated diagrams demonstrate the difference between a locking relationship as taught by the Snell patent, and an interlocking relationship as taught in the invention:

Fig. 6: The Snell patent teaches only that the cover and chassis lock, which means that the cover (see section A) extends into a recess in the chassis, but the chassis does *not* extend into a recess in the cover.



Fig. 14E: The invention claims that the cover and chassis interlock, which means that the cover (see section A) extends into a recess in the chassis, *and* the chassis (see section B) extends into a recess in the cover.



Applicant submits that as the Snell patent does not teach the interlocking relationship, it does not anticipate the invention. However, in the interest of expediting the prosecution of the application, Applicant has also amended independent Claims 1 and 22 to more clearly define the limitations of the claims. Claim 1 now includes the additional limitation that “said chassis and said covering are adapted to interlock by said covering overlapping said chassis and said chassis overlapping said cover.” Claim 22 has also been amended, and now includes the additional limitation that “said cover is adapted to overlap, and be overlapped by, the chassis.” Accordingly, Applicant submits that Claims 1 and 22 and each of the claims depending therefrom are in condition for allowance.

Further, Claim 22 is traversed for an additional reason. The Office Action cites to the Abstract, col. 2, lines 47-50, and col. 3, lines 14-23 in the rejection of Claim 22. It appears that the Office Action does not apply the Snell patent so as to anticipate the invention of Claim 22 as the prongs 25 do not define a locking *edge*. Thus, applicant respectfully submits that Claim 22 is allowable for this additional reason.

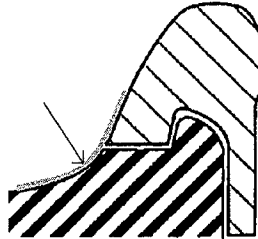
As to Claims 13-15, 23, 25-26, and 35-37, Applicant submits that the arguments and amendments presented above make each claim allowable. However, many of the remaining claims are traversed for additional reasons. As to Claims 13-15, Applicant submits that it is clear from Fig. 6 of the Snell patent that securement member 23 does not define a concave or convex

surface with recess area 22. This is because the walls of the recess 22 extend at angles from the surface of the chassis instead of forming curves.

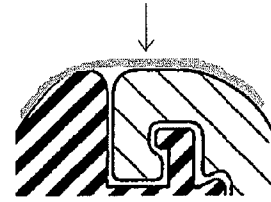
Snell Fig. 6 shows that the securement member and recess interact at angles as opposed to curves.



The invention shows a concave surface in Fig. 14G.



The invention shows a convex surface in Fig. 14H.



Further, Applicant submits that the securement member 23 does not form a *ridge at the intersection* of the securement member 23 and the recess 22. Instead, the Snell patent teaches an angled transition at the intersection of the securement member 23 and the recess 22, on a portion of the chassis. The annotated portion of Fig. 4 below shows the gap between the intersection and end of the angled transition as taught by the Snell patent. Further, Applicant submits that the angled transition taught by the Snell patent does not anticipate the ridge as defined in the specification as an abrupt surface change.



As to Claim 23, Applicant traverses the rejection for the additional reason that Applicant believes that the display screen 12 is not part of the membrane. Applicant submits that Claim 23 is allowable for this additional reason. As to Claims 25 and 26, Applicant traverses the rejections for the additional reason that Applicant believes that the Snell patent does not teach a void or display window *through* the membrane. Applicant submits that Claims 25 and 26 are allowable for this additional reason. As to Claim 37, Applicant traverses the rejection for the additional reason that Applicant believes the Snell patent does not disclose that the chassis and cover define a single curve or plane. As is clear from Fig. 4, the casing 20 approaches the chassis at an angle. Applicant submits that Claim 37 is allowable for this additional reason.

Rejections under 35 U.S.C. § 103(a)

The Office Action rejects Claim 24 under 35 U.S.C. § 103(a) as being unpatentable over the Snell patent in view of the Blackburn publication. Claims 27-31 are rejected under 35 U.S.C. § 103(a) as being unpatentable over the Snell patent in view of the Powell patent. Regarding the § 103(a) rejections, the Powell patent relates to a jacket for a cellular phone. A protective enclosure 10 fits around a cell phone 12. The protective enclosure 10 includes an elongated rectangular opening 34 which allows viewing of the monitor 24 and access to the keypad 26.

Applicant submits that each of Claims 24 and 27-31 are allowable for the reasons presented above relating to the Snell Patent. Applicant also respectfully traverses the rejection of Claims 27-31 separately. Applicant submits that the Powell patent teaches a numeric keypad 26, but does not teach that it is part of a body cover comprising a membrane. Further, Applicant submits that the Snell patent expressly teaches away from covering the front, operational areas of the phone (see Abstract). Therefore, Applicant respectfully submits that Claims 27-31 are allowable for these additional reasons.

Claim Objections

Claim 2 is objected to for depending from rejected Claim 1, but would otherwise be allowable if written in independent form. Claims 3-9, 11-12, and 16-21 are objected to because they depend on Claim 2. Applicant has now added Claim 38 to rewrite Claim 2 in independent form except that "locking" has been used instead of "interlocking" to correspond to the relationship between the chassis and cover as originally interpreted by Examiner. Accordingly, Applicant submits that Claim 38 is in condition for allowance.

In view of the remarks presented above with respect to rejected Claims 1, 13-15, 22-31, and 35-37, Applicant submits that independent Claims 1 and 22 and each of the dependent Claims 13-15, 23-31 and 35-37 are in condition for allowance. Further, Applicant submits that objected to Claims 2-9, 11-12, and 16-21 are also in condition for allowance due to their ultimate dependency on Claim 1. Applicant believes that Claim 38 is also in condition for allowance. Applicant submits that the amendments herein and remarks presented above traverse the rejections of the Office Action of March 22, 2006.